

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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BOOKENDS & BEGINNINGS LLC, on behalf of
itself and all others similarly situated,

Plaintiff,

-against-

21 CIVIL 2584 (GHW)(VF)

JUDGMENT

AMAZON.COM, INC., et al.,

Defendants.

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It is hereby **ORDERED, ADJUDGED AND DECREED:** That for the reasons stated in the Court's Order dated August 25, 2023, the Court has accepted and adopted the R&R in its entirety. For the reasons stated in the R&R, Defendants' motions to dismiss are granted. The R&R does not specifically address whether Plaintiff should be granted leave to replead the complaint yet again. The Court recognizes that it "is the usual practice upon granting a motion to dismiss to allow leave to replead." *Cortec Indus., Inc. v. Sum Holding L.P.*, 949 F.2d 42, 48 (2d Cir. 1991); see also Fed. R. Civ. P. 15(a)(2) ("The court should freely give leave [to amend] when justice so requires."). However, here, the Court finds good reason to deny leave to amend. See *TechnoMarine SA v. Giftports, Inc.*, 758 F.3d 493, 505 (2d Cir. 2014) ("Leave may be denied 'for good reason, including futility, bad faith, undue delay, or undue prejudice to the opposing party.'" (quoting *McCarthy v. Dun & Bradstreet Corp.*, 482 F.3d 184, 200 (2d Cir. 2007))). Defendants moved for dismissal of the action with prejudice. Plaintiff has already amended the complaint twice, most recently following an opinion of the Court. Plaintiff has not requested leave to amend the complaint, has not suggested any facts that Plaintiff might add to

its pleadings to cure the deficiencies that have been identified by the Court, and has, instead, expressly consented to the dismissal of this action. Therefore, the motions to dismiss are granted with prejudice; accordingly, the case is closed.

Dated: New York, New York

August 28, 2023

RUBY J. KRAJICK

Clerk of Court

BY:

K. mango

Deputy Clerk